the answer showed on its face that it was incomplete. Is there a substantial difference between a drinker of beer and a drinker of whiskey? Practically all that was relied on as showing that the answer was incomplete on its face is the fact there was not room "to include one-tenth of the varieties" (of drinks) "usually found in drinking resorts." But entire good faith and the purposes of the question would seem to require a statement of the insured's principal and most harmful drinks at least. There was as much room for the word "whisky" as "beer." In *Rupert* v. *Supreme Lodge,* 94 Minn. 293, relied on to support the principal case the question put was indefinite and gave much more justification for a partial answer than in the principal case. It was answered in connection with another question left entirely unanswered, and clearly did not purport to be a complete answer. The purpose of the question in the principal case is to determine to what extent insured used liquors, not whether he drank at all, and the answer given did not show this. *Endowment Rank Sup. Lodge K. P.* v. *Townsend,* 36 Tex. Civ. App. 651. As courts have held that a person may be temperate who has delirium tremens occasionally, or who occasionally indulges to excess, the holding on this point in the principal case must probably be considered correct. *Knickerbocker Life Ins. Co.* v. *Foley,* 105 U. S. 350; *Union Mut. Life Ins. Co.* v. *Reif,* 36 Oh. St. 596. The necessity of distinguishing between "social" and "legal" intemperance as is done in the principal case is probably due to the attempts to prevent forfeiture. *Woodmen of the World* v. *Gilliland,* 11 Okl. 384. See also *Odd Fellows Mut. Life Ins. Co.* v. *Rohkopp,* 94 Pa. St. 59. It might be said in this connection that the case of *Thomson* v. *Weems,* 9 App. Cas. 671 House of Lords, criticizes the doctrine of *Knickerbocker Life Ins. Co.* v. *Foley,* supra.

INSURANCE—INSURABLE INTEREST IN LIFE—BLOOD RELATIONSHIP.—In an action by a fraternal insurance society to obtain a decree determining to whom insurance money should be paid, there being several claimants, *held,* that blood relationship of itself constitutes an insurable interest, and that brothers have insurable interests in each other's lives. *Hahn* v. *Supreme Lodge of the Pathfinder* (1910), — Ky. —, 125 S. W. 259.

The courts are apparently in conflict on the point as to what constitutes an insurable interest in life. It is laid down in *Warnock* v. *Davis,* 104 U. S. 775, that it is such an interest as will justify a reasonable expectation of advantage or benefit from the continuance of the life. This principle evidently modifies quite materially the former rule of the United States Supreme Court which was apparently that mere relationship was sufficient. It is clear that the fact that a certain person happens to be a brother of another person, does not necessarily justify the latter in such an expectation as *Warnock* v. *Davis* requires. See also *Guardian Mut. Life Ins. Co.* v. *Hogan,* 80 Ill. 35. That there must be a pecuniary basis besides relationship is well supported by *Continental Life Ins. Co.* v. *Volger,* 89 Ind. 572. The authorities seem to be tending strongly to this view and by far the greater number support it. It is very probable if all the facts were known that in most of the cases where an interest on account of relationship was held sufficient, that some pecuniary

interest existed also. This idea is thus expressed on page 135 of VANCE, INSURANCE. "The conclusion to be reached from an examination of the cases is, that despite the positive tone of the persistent dicta to the contrary, the fact of near relationship does not of itself constitute an insurable interest, and is of importance only as affording evidence of the existence of a legal right to demand maintenance or of a reasonable hope of future benefit arising out of the kindly feeling and benevolent disposition usually incident to such relationship." For a very complete citation of authorities on this question see, 1 COOLEY'S BRIEFS ON THE LAW OF INSURANCE, pp. 278-291. The following are later cases on the general proposition. A son does not have an insurable interest in the life of his father because of such relationship. *New York Life Ins. Co.* v. *Greenlee,* — Ind. —, 84 N. E. 1101. One brother has no insurable interest in the life of the other where the insurance is taken without the other's knowledge and for the purpose of paying his funeral expenses. *Newmore* v. *Western and S .Life Ins. Co.,* 28 Oh. Cir. Ct. Rep. 669. One brother may not procure insurance on the life of the other in the absence of some pecuniary interest. *Locher* v. *Kuechenmiester,* 120 Mo. App. 711.

LIBEL AND SLANDER—WORDS ACTIONABLE PER SE.—The defendant company, in a publication concerning Oscar Hammerstein, the theatrical manager, printed of him, "My opinion of you is that you are the sort of a man that would steal his mother's bones from the grave and sell them to buy flowers for a harlot." This was *held* to be libelous *per se. Hammerstein* v. *New York Press Co.* (1910), 121 N. Y. Supp. 16.

A written publication imputing general depravity which carries with it a charge of moral turpitude and degradation of character is libelous *per se, Atwill* v. *Mackintosh,* 120 Mass. 177; *Eikhoff* v. *Gilbert,* 124 Mich. 353, 83 N. W. 110, 51 L. R. A. 451, as is a direct charge of unchastity or immorality. *Spolek Denni Hlasatel* v. *Hoffman,* 204 Ill. 532, 68 N. E. 400. Words may be ironical and yet be actionable as much as if expressed in the most positive and direct form of averment. *Buckstaff* v. *Viall,* 84 Wis. 129, 54 N. W. 111; *Cass* v. *Anderson,* 33 Vt. 182. It is not necessary that the charge be direct, any written charge fairly imputing immorality or unchastity is actionable, *Spolek Denni Hlasatel* v. *Hoffman,* supra, and a defamatory charge published as an expression of opinion is as effectual as if made in positive language. *Nye* v. *Otis,* 8 Mass. 122; *Johnson* v. *St. Louis Dispatch Co.,* 2 Mo. App. 565; *Dottarer* v. *Bushey,* 16 Pa. St. 204. The law presumes malice from the publication of words actionable in themselves, whether written or oral and no malice in fact is essential to recovery (*Childers* v. *San Jose Mercury Printing etc. Co.* 105 Cal. 284, 38 Pac. 903, 45 Am. St. Rep. 40; *Mitchell* v. *Milholland,* 106 Ill. 175, 109 Ill. App. 226) but malice in fact is, as a general rule, material as establishing a right to recover exemplary damages. *Childers* v. *San Jose Mercury Printing etc. Co.,* supra; *Tottleben* v. *Blankenship,* 58 Ill. App. 47; *Whittemore* v. *Weiss,* 33 Mich. 348.

MASTER AND SERVANT—ASSUMPTION OF RISKS.—The plaintiff was employed in the white lead works of the defendant, where the fumes from the